



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **MP-6**
54.042
M044831001

March 13, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SAWPIT DAM AND RESERVOIR - PARCELS 1, P-1, 2, AND P-2
TRANSFER OF IMPROVEMENTS TO THE CITY OF MONROVIA AND
TO SAN GABRIEL VALLEY COUNCIL, BOY SCOUTS OF AMERICA
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Declare the East Bank Sawpit Dam Tender's residence and adjacent structures and facilities, the West Bank Sawpit Dam Tender's residence and adjacent structures and facilities, a 60,000-gallon water tank and appurtenances, a five horsepower water pumping station and appurtenances, and pipelines (Improvements), located within Sawpit Dam and Reservoir, Parcels 1, P-1, 2, and P-2, to no longer be required for the purposes of the Los Angeles County Flood Control District.
2. Authorize the transfer of the Improvements in Parcels 1 and P-1 to the City of Monrovia and in Parcels 2 and P-2 to the San Gabriel Valley Council, Boy Scouts of America.
3. Instruct the Chairman to sign the enclosed Deed and Bill of Sale for Parcels 2 and P-2 and authorize delivery to the Grantee.

4. Instruct the Chairman to sign the Deed and Bill of Sale for Parcels 1 and P-1 upon presentation by Public Works and authorize delivery to the Grantee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow the District to transfer certain improvements located within Sawpit Dam and Reservoir, Parcels 1, P-1, 2, and P-2, to the City of Monrovia and to the San Gabriel Valley Council, Boy Scouts of America.

On March 2, 1999, Synopsis 46, your Board approved, among other things, a Memorandum of Understanding (MOU) between the District and the City of Monrovia in connection with the Sawpit Dam and Spillway Modifications Project. The MOU provided for Public Works to recommend to your Board to declare the West Bank Sawpit Dam Tender's residence and adjacent structures and facilities, a 60,000-gallon water tank and appurtenances, a five horsepower water pumping station and appurtenances, and pipeline surplus and authorize the transfer to the City of Monrovia; and declare the East Bank Sawpit Dam Tender's residence and adjacent structures and facilities surplus and authorize the transfer to the San Gabriel Valley Council, Boy Scouts of America, prior to completion of the project. The project was completed. The Improvements are no longer needed by the District, and we recommended the transfer be completed.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as this transfer will eliminate the need to maintain these improvements and reduce the District's expenses and liability.

FISCAL IMPACT/FINANCING

The City granted the District an easement for ingress and egress and flood control purposes over a portion of its property in exchange for the transfer of the Improvements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The transfer of the Improvements is not considered adverse to the District's purposes for flood control purposes. The Deed and Bill of Sale has been approved by County Counsel.

The Honorable Board of Supervisors
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ENVIRONMENTAL DOCUMENTATION

On April 23, 1996, your Board approved the Negative Declaration for the Sawpit Dam Spillway Modifications Project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

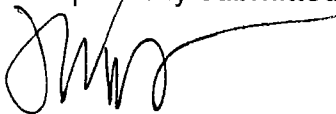
None.

CONCLUSION

This action is in the District's best interest. Enclosed are an original and duplicate of the Deed and Bill of Sale for Parcels 2 and P-2. Please have the original and duplicate signed by the Chairman and acknowledged by the Executive Officer of the Board. Please return the executed original to Public Works and retain the duplicate for your files.

One adopted copy of this letter is requested.

Respectfully submitted,



for DONALD L. WOLFE
Director of Public Works

DR:mr
P6\blsawpit

Enc. 2

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

DUPLICATE

RECORDING REQUESTED BY
AND MAIL TO:

CITY OF MONROVIA
415 South Ivy Avenue
Monrovia, CA 91016
Attention David Fike
Director of Public Works

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT
TO SECTION 11922 OF THE REVENUE & TAXATION CODE.

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION
27383 OF THE GOVERNMENT CODE.

Assessor's Identification No.:
8501-010-900 (Portions)

DEED AND BILL OF SALE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), does hereby sell, bargain, convey, assign, remise, release, and forever quitclaim to the CITY OF MONROVIA, a municipal corporation (hereinafter referred to as CITY), all right, title, and interest (whether that right, title, and interest is in fee simple or is less than fee simple) in and to the following improvements (whether those improvements are real property or personal property):

All water pipelines, the West Bank Sawpit Dam Tender's residence and adjacent structures and facilities delineated as Area A, pipelines within, but not limited to, the area delineated as Area B, the sixty-thousand (60,000) gallon water tank and appurtenances delineated as Area C, on that portion of Drawing No. 54-ML14 attached hereto as Exhibit A, by this reference made a part hereof; and the five (5) horsepower water pumping stations delineated as Area D, on that portion of District Survey Field Book No. 2905, page 246, attached hereto as Exhibit B, by this reference made a part hereof (and collectively hereinafter referred to as the IMPROVEMENTS). Said IMPROVEMENTS were constructed or installed by DISTRICT under rights acquired by Easement documents recorded December 18, 1925, in Official Records Book 5569, page 22, and March 4, 1943, in Official Records Book 19858, page 227, and by Permit dated July 18, 1972, and executed by the CITY on August 7, 1972.

It is not the intent of this document to transfer any of the DISTRICT's interest in the Dam structure and appurtenances as delineated on the above-mentioned map, nor is it the intent of the DISTRICT to transfer, divest itself of, or lessen in any way the rights acquired by the above-referenced Easement documents.

This conveyance is made subject to the following conditions that the CITY or its successors, by its acceptance of this Deed and Bill of Sale and/or the exercise of any of the rights granted herein, agrees to keep and perform viz:

1. CITY or its successors shall be responsible for maintenance, operation, and repairs of the IMPROVEMENTS and the parking lot, including landscaping and irrigation within Area A.

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File with: SAWPIT DAM AND RESERVOIR 1
Also affects P-1

SAWPIT DAM AND RESERVOIR 1
DEED AND BILL AND OF SALE
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2. Use of the IMPROVEMENTS shall be restricted to public recreational activities. A proposal for any activities, which are outside of such limitations, must first be submitted to and be approved in writing by the Chief Engineer of Los Angeles County Flood Control District. Failure of DISTRICT to respond within 90 days of receiving proposal of activities outside of said limitations shall be deemed approval of such proposed activities. Use of the IMPROVEMENTS by CITY or its successors in interest for a purpose other than that allowed herein or for which DISTRICT approval has not been obtained, or failure to obtain DISTRICT's consent to any transfer of any interest in the IMPROVEMENTS, shall subject the IMPROVEMENTS to a right of reverter in favor of the DISTRICT upon thirty (30) days written notice to CITY or its successors.
3. CITY or its successors shall ensure that at all times the DISTRICT has adequate and unimpeded access to the Dam structure and appurtenances. CITY's use of the IMPROVEMENTS shall not interfere with the operations of DISTRICT, its officers, agents, contractors, and/or employees. CITY or its successors shall, at all times, keep the DISTRICT's easement clear of obstructions.
4. CITY or its successors agree that it shall indemnify and save harmless the DISTRICT, its officers, agents, and/or employees from any and all liability, loss, or damage to which DISTRICT, its officers, agents, and/or employees may be subjected as the result of any act or omission by CITY, its officers, agents, and/or employees, or as the result of any challenge of this conveyance. CITY or its successors further agree that it is responsible for all activities conducted by its employees, contractors, or guests, and that it will indemnify and save harmless the DISTRICT from any and all expense, cost, or liability in connection with, or resulting from, the use or ownership of the IMPROVEMENTS, including, but not limited to, property damage, personal injury, and wrongful death.
5. CITY or its successors agree that any damage to DISTRICT's Dam structure or its remaining structures located in Areas A, B, C, or D, that may be caused, or related in any manner to the exercise by the CITY or its successors of the rights herein conveyed, shall be the sole responsibility of the CITY or its successors and will be repaired at the cost of the CITY or its successors to the satisfaction of the DISTRICT. Should the CITY or its successors neglect to promptly make repairs, DISTRICT may make repairs or have repairs made, and the CITY or its successors will be billed and shall pay such costs.
6. Nothing contained in this document is intended to imply or otherwise infer that the CITY, its employees, agents, contractors, or guests shall have any access to the Dam structure except for the maintenance of the existing waterline.
7. Vehicular traffic within the DISTRICT's easement shall not exceed a speed limit of 15 miles per hour or as posted.
8. This Deed and Bill of Sale is made subject to all matters of record including unexpired Permits.

All of the above conditions shall be binding on the CITY, its successors, and assigns.

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Dated SEP 03 2008



(LACFCD-SEAL)

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By *George B. Bunker*
Chairman, Board of Supervisors of the
Los Angeles County Flood Control District

ATTEST:
SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By *[Signature]*
Deputy

APPROVED as to form and language

RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Deputy

AH:bw

P:\MPM\WORDPRO\TITLE\CONF\ID & BOS SAWPIT DAM 1.DOC

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this 3RD day of SEPTEMBER, 2008, the facsimile signature of YVONNE B. BURKE, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(COUNTY-SEAL)

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By [Signature]
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

APPROVED as to title and execution,
_____, 20____.
DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

Supervising Title Examiner

By _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Deed and Bill of Sale to the City of Monrovia, a municipal corporation, is hereby accepted under the authority of Resolution No. _____, of the City Council of said City adopted on _____ 200____, and the City consents to the recordation of said Deed and Bill of Sale by its duly authorized officer.

Dated _____

By _____

Title

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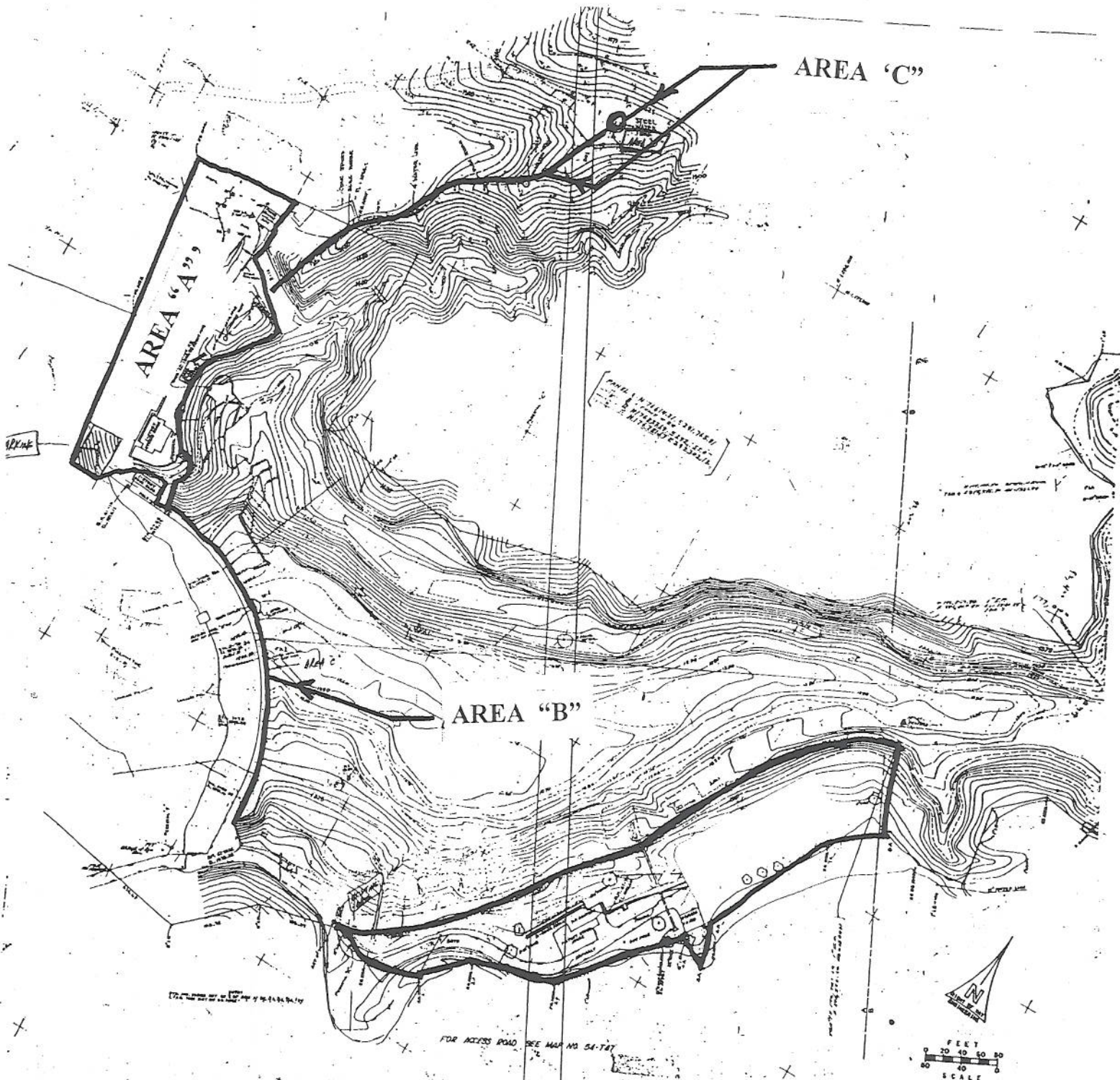


Exhibit "A"

LEGEND
DISTANCES SHOWN IN FEET UNLESS OTHERWISE INDICATED.
SHORELINE AND ACTUAL EXISTENCE OF FOREIGN CLAIMANTS
ARE NOT GUARANTEED.

REFERENCES		REVISED		LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS LOS ANGELES COUNTY FLOOD CONTROL DISTRICT	
16-537-1271 54-7-24				PREPARED BY:	
				CHECKED BY:	
				BY FUNCTION OF:	
				DATE:	
				APPROVED BY:	
				SAW PIT & PROPERTY MANAGEMENT	
				NO. 54-ME 14	

PT. #3

FD F.C. DISK STMP'D.
E.C. PER F.C. 2905-211
(HELD) N: 176,593.259
E: 291,450.180
EL = 1375.15

N 74° 36' 16" W - 93.14'
DOWNSTREAM

FACE / DAM

PT #2

FD F.C. BR. DISK IN
TOP OF DAM STMP'D.
3/4 PER FC 2905-211
(HELD) N: 176,568.52
E: 291,539.98
EL = 1375.17

TOPO
TRAVERSE
FOR DAM PUMP
HOUSE

IDENTICAL

IDENTICAL

S 38° 24' 25" W - 1272.62'

TP#1951

AREA "D"

DAM PUMP HOUSE
CONCRETE BLOCK

TP#1947

PT #119

SET 2X2 #4 CUP TACK IN NLY EDGE OF TRAIL, 225' ± ELY
OF CITY OF MONROVIA PAY BOOTH & 115' ± W OF DAM PUMP HOUSE
N: 175,571.270
E: 290,749.371

4TH FLOOR 900 S. FREMONT AVE., ALHAMBRA, CA 91803
CHECKED BY PH DATE 3-1-01

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
SURVEY BY S. KNAPP DATE 2-13-01

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